

AG Contract No. KR04-0299TRN
ADOT ECS File No.: JPA 04-016
Project: Spot Pavement Project
TRACS No. H6496 01C
Section: Video Detection Devices
BUDGET SOURCE ITEM # 74804

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF TUCSON

THIS AGREEMENT is entered into 17th June, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY OF TUCSON acting by and through its Mayor and City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. Currently the State has a spot pavement preservation project on State Route (SR) 86 (Ajo Way from La Cholla Boulevard to the Santa Cruz River Bridge within the City's limits. The State and the City have agreed to replace loop detectors with video detection on three traffic signals intersections location at; La Cholla Boulevard, Mission Road, and Holiday Isle at an estimated cost of \$25,000.00, hereinafter will be referred to as the Project. The State has agreed to contribute \$16,600.00 for the video detection devices the City will continue to maintain and provide electrical power for the traffic signals. The purpose of this agreement is to define each party's responsibilities.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26896
Filed with the Secretary of State
Date Filed: 06/17/04
Janice K. Brewer
Secretary of State
By: Dan D. Greenwald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, and within 30 days after receipt and approval of an invoice, from the City, remit to the City \$16,600.00 for their share of the cost of the video detection devices.

b. Be responsible for \$16,600.00 of the cost for the video detection devices for three traffic signals at intersection locations along State Route 86, referred to as the Project.

2. The City will:

a. Upon execution of this agreement, invoice the State for the amount of \$16,600.00 for the video detection devices for three traffic signals at intersection locations along State Route 86, referred to as the Project.

b. Be responsible for the remaining costs of the video detection devices, referred to as the Project.

c. Be responsible for installing the video detection devices for the traffic signals.

d. Upon completion and acceptance of the Project, the City agrees to continue proper maintenance and electrical power to operate all three traffic signals at intersection locations along State Route 86, referred to as the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project herein and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical power. This agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract. In the event of such an audit, the City will bear all costs associated therewith.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. **Non-Availability of Funds:** Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Tucson
City Manager
P.O. Box 27210
Tucson, AZ 85726-7210

9. Pursuant with Arizona revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

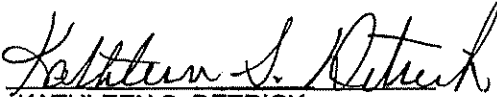
By 
ROBERT E. WALKUP
Mayor

MAY 17 2004

STATE OF ARIZONA
Department of Transportation

By 
Douglas A. Forstie, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
KATHLEEN S. DETRICK
City Clerk

MAY 17 2004

ADOPTED BY THE
MAYOR AND COUNCIL

MAY 17 2004

RESOLUTION NO. 19829

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND
AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT WITH THE
STATE OF ARIZONA TO UPGRADE THE DETECTION SYSTEM AT CITY
MAINTAINED/STATE OWNED INTERSECTIONS ON AJO WAY; AND
DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with State of Arizona to
upgrade the Detection System at City Maintained/State Owned Intersections on Ajo
Way, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute
said Intergovernmental Agreement for and on behalf of the City of Tucson and the City
Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and
directed to perform all acts necessary or desirable to give effect to this resolution.

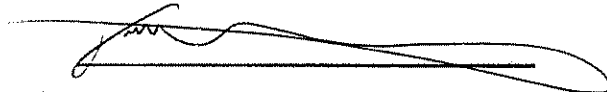
SECTION 4. WHEREAS, it is necessary for the preservation of the
peace, health and safety of the City of Tucson that this resolution become immediately

ATTORNEY APPROVAL FORM

FOR THE CITY OF TUCSON

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TUCSON, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30th day of APRIL, 2004.


for City Attorney



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

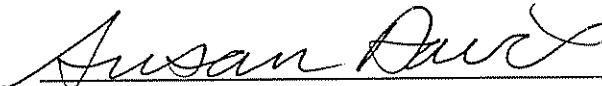
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0299TRN (**JPA 04-016**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 10, 2004

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section